

In re:
Joseph C Klinger
Kenneth W Klinger
Debtors

Case No. 21-10893-mdc
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0313-2
Date Rcvd: Jun 03, 2021

User: admin
Form ID: pdf900

Page 1 of 2
Total Noticed: 2

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jun 05, 2021:

Recip ID	Recipient Name and Address
db/jdb	+ Joseph C Klinger, Kenneth W Klinger, 285 Watson Avenue, Coatesville, PA 19320-2351

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
cr	+ Email/PDF: acg.acg.ebn@americaninfosource.com	Jun 04 2021 02:43:31	Ally Bank, c/o AIS Portfolio Services, LP, 4515 N Santa Fe Ave. Dept. APS, Oklahoma City, OK 73118-7901

TOTAL: 1

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jun 05, 2021

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 3, 2021 at the address(es) listed below:

Name	Email Address
CHRISTINE C. SHUBERT	christine.shubert@comcast.net J100@ecfcbis.com
GEORGE R. TADROSS	on behalf of Joint Debtor Kenneth W Klinger gtadross@tadrosslaw.com r55386@notify.bestcase.com;robin@tadrosslaw.com
GEORGE R. TADROSS	on behalf of Debtor Joseph C Klinger gtadross@tadrosslaw.com r55386@notify.bestcase.com;robin@tadrosslaw.com

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REBECCA ANN SOLARZ

on behalf of Creditor PENNYMAC LOAN SERVICES LLC bkgroup@kmlawgroup.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 5

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF PENNSYLVANIA

In re: : Chapter 7
Joseph C. Klinger and :
Kenneth W. Klinger, :
Debtors. : Bankruptcy No. 21-10893-MDC

ORDER

AND NOW, on May 13, 2021, Joseph C. Klinger and Kenneth W. Klinger (the “Debtors”) caused to be filed a reaffirmation agreement with creditor Ally Bank (the “Reaffirmation Agreement”).¹

AND, 11 U.S.C. §524(m)(1) provides that a reaffirmation agreement shall be presumed to be an undue hardship on the Debtors if the Debtors’ monthly income less the Debtors’ monthly expenses as shown on the statement in support of the Reaffirmation Agreement required under 11 U.S.C. §524(k)(6)(A) is less than the scheduled payments on the reaffirmed debt.

AND, it appears from the Reaffirmation Agreement and the Debtors’ schedules that the Reaffirmation Agreement may constitute an undue hardship because, if approved, the Reaffirmation Agreements will result in the Debtors having a negative net income of \$1,984.00.

It is hereby **ORDERED** and **DETERMINED** that:

1. There is a presumption that the Reaffirmation Agreement would impose an undue hardship on the Debtors that has not been rebutted in writing. *See* 11 U.S.C. §524(m)(1).
2. Pursuant to §524(m)(1), a hearing shall be held on **June 23, 2021, at 10:30 a.m.**, in **Bankruptcy Courtroom No. 2, U.S. Bankruptcy Court, 900 Market Street, Philadelphia, Pennsylvania**, to determine whether the Reaffirmation Agreement will be disapproved (“the §524(m)(1) Hearing”).

¹ Bankr. Docket No. 12.

3. Pending the conclusion of the §524(m)(1) Hearing, the discharge order under
11 U.S.C. §727(a) shall not be entered. *See* Fed. R. Bankr. P. 4004(c)(1)(K).

Dated: June 2, 2021



MAGDELINE D. COLEMAN
CHIEF U.S. BANKRUPTCY JUDGE

George R. Tadross, Esquire
Tadross Law
128 Chestnut Street, Suite 204
Philadelphia, PA 19106

Christine C. Shubert, Esquire
821 Wesley Avenue
Ocean City, NJ 08226

United States Trustee
Custom House
200 Chestnut Street, Suite 502
Philadelphia, PA 19106-2912